

THE STATE OF TEXAS §

COUNTY OF TARRANT §

MAINTENANCE BOND

Bond No.

KNOWALL MEN BY THESE PRESENTS:

That _____ of _____ County, Texas, hereinafter referred to as CONTRACTOR, and _____, a corporation organized under the laws of the State of _____ and authorized to do business in the State of Texas, hereinafter referred to as "SURETY", are held and firmly bound unto _____, hereinafter referred to as OWNER, and the CITY OF ARLINGTON, a municipal corporation located in Tarrant County, Texas, hereinafter referred to as CITY, in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States of America, to be paid in Arlington, Tarrant County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally; and firmly by these presents, , the condition of this obligation is such that,

WHEREAS, CONTRACTOR entered into a certain contract with _____, dated the _____ day of _____, _____, in the proper performance of which the CITY has an interest, a copy of which is attached hereto and made a part hereof, for the construction of :

NOW THEREFORE, if CONTRACTOR will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years for Public Works Construction (paving and drainage) from the date of acceptance and do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and do and perform all necessary work and repair any defective condition growing out of or arising from the improper joining of same, or on account of any breaking of same caused by said CONTRACTOR in laying or building same, or on account of any defect arising in any of said work laid or constructed by said CONTRACTOR, or on account of improper excavation or backfilling, it being understood that the purpose of this section is to cover all

defective conditions arising by reason of defective materials, work or labor performed by said CONTRACTOR, then this obligation shall be void, otherwise to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that CITY may do said work and supply such materials and charge the same against said CONTRACTOR and SURETY on this obligation, and said CONTRACTOR and SURETY herein shall be subject to the liquidated damages mentioned in said contract for each days' failure on its part to comply with the terms of said provisions of said contract.

Provided, further, that if any legal action is filed on this Bond, venue shall lie in Tarrant County, Texas.

And, that said SURETY for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by SURETY herein as the resident agent in either Tarrant or Dallas Counties to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day
of _____, _____.

WITNESS

Signature

Print Name and Title

Company Name

Address

City State Zip Code

CONTRACTOR

Signature

Print Name and Title

Company Name

Address

City State Zip Code

WITNESS

Signature

Print Name and Title

Company Name

Address

City State Zip Code

SURETY

Signature

Print Name and Title

Company Name

Address

City State Zip Code

The Resident Agent of the SURETY in either Tarrant or Dallas County, Texas, for delivery of notice and service of process is:

Name _____
Address _____

Note: Date of Bond must not be prior to date of contract. The effective date of this Bond shall be the date of acceptance of said public improvements by the Department of Public Works of the City of Arlington.